

AMENDMENT OF SOLICITATION/MODIFICATION OF ONTRACT			1. CONTRACT ID CODE J		PAGE OF PAGES 1 3		
2. AMENDMENT/MODIFICATION O. 0006		3. EFFECTIVE DATE See Blk. 16C		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)	
6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER, ROOM 2954 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FT. BELVOIR, VA 22060-6222 FAX 703-767-9044 BUYER/SYMBOL - EVELYN STANLEY/DESC-BZD PHONE - (703) 767-9294 PPNs: 2.99			7. ADMINISTERED BY (If other than Item 6)		CODE SC0600		
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)				9a. AMENDMENT OF SOLICITATION NO. SP0600-04-R-0059		9b. DATED (SEE ITEM 11) January 21, 2004	
				10a. MODIFICATION OF CONTRACT/ORDER O.		10b. DATED (SEE ITEM 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<p>[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [X] is not extended.</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10a.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return ____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible..)							
See Attached Pages							
Except as provided herein, all terms and conditions of the document referenced in Item 9a. or 10a., as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME OF CONTRACTING OFFICER JOY E. MULLORI			
15B. NAME OF CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>Joy E. Mullori</u> (Signature of Contracting Officer)		16C. DATE SIGNED 27 Feb 2004	

SF30

Solicitation SP0600-04-R-0059 is hereby amended as follows:

A. The following changes are made to the Solicitation package:

1. Amendment 0003, Page 5, **General Notes**, the following note is added:
(6) Contractor shall provide a pool of drivers vetted by the loading facility to drive trucks into and out of the loading facilities.
2. Page 14, paragraph 6. **DELIVERY AND ORDERING PERIODS**, paragraph (f) and (g) are hereby deleted.
3. Page 17, paragraph 12. **CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS** is deleted in its entirety and replaced as follows:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

52.233-3, Protest After Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[X] (24) 52.225-13, Restriction on Certain Foreign Purchases (Oct 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(c) **COMPTROLLER GENERAL EXAMINATION OF RECORD.** The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, AUDIT AND RECORDS -- NEGOTIATION.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the DISPUTES clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(d) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c) of this clause, the Contractor is not required to flow down any FAR clause, other below, in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx. 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

4. Page 14, paragraph 8. **INVOICING AND PAYMENT** is deleted and replaced as follows:

INVOICING AND PAYMENT

DESC-Middle-East Kuwait or their designated representative shall mail monthly services invoices directly to the Accounting and Finance Office after certification. Certification by DESC-Mid-East Kuwait require signed and stamped proof of delivery per load. Specific procedures follow:

(a) **MONTHLY INVOICES.** Contractors shall present invoices for monthly services directly to the following Accounting and Finance Office within one month following the performance of the respective services:

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER
STOCK FUND DIRECTORATE
FUELS ACCOUNTING AND PAYMENTS DIVISION
ATTN: DFAS-BVDFB/CC
P.O. BOX 182317
COLUMBUS, OH 43218-2317

Each invoice will be certified by an official of the company and DESC-Middle East in the following manner:

"I certify that the services were performed, that the amounts reflected hereon are in conformance with the contract, and that the amounts are correct and proper for payment."

Signature _____

PRINTED NAME AND TITLE

Signature _____

PRINTED NAME AND TITLE

(DESC 52.232-9FF5)

5. Page 18, paragraph 14, the following correction is made:

DELETE:

NOTE: THE FOLLOWING DOES NOT APPLY TO NON-UNITED STATES OFFERORS

REPLACED WITH:

NOTE: THE FOLLOWING APPLIES TO UNITED STATES OFFERORS ONLY

6. Page 19, paragraph 16. ADMINISTRATIVE COST OF TERMINATION FOR CAUSE - COMMERCIAL ITEMS is hereby deleted in its entirety.
7. Page 19, paragraph 17. BANKRUPTCY is hereby deleted in its entirety.
8. Page 25, paragraph 25. RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT is hereby deleted in its entirety.